

***David Parrott v. Vermont Mutual Insurance Company***

Held September 12, 2017 – Docket No. INS-17-2056

Decision Issued: September 18, 2017

The named insured requested a hearing to contest the nonrenewal of his homeowners policy for a change in the insurable exposure. The company failed to demonstrate that the referenced condition was a change in the exposure.

**Held:** For the insured. 24-A M.R.S. § 3051 allows an insurer to nonrenew a policy for a good faith reason that is related to the insurability; it also requires the reason informing the insured of the nonrenewal to be explicit. The company had identified a condition of the premises as a “change in insurable exposure.” The insured demonstrated that the private airstrip for his personal use and the hangar for the storage of his small plane had existed since before the company insured his premises. The company acknowledged that it was their knowledge of the exposure that had changed, rather than the exposure itself. Accordingly, the company failed to establish that this condition was a change in the exposure and the nonrenewal is not permitted under the Maine Property Cancellation Insurance Act.